



02-CV-01683-DOCTRIN Ex 19-22

Holtman, Jason (SEA)

From: Holtman, Jason (SEA)
Sent: Tuesday, August 05, 2003 1:08 PM
To: 'Bob Carlson'; 'Mark Walters'
Cc: Boraas, Kristin (SEA)
Subject: FW: VALVE: ltr and stipulation.



JPH_P21WS==StipJPH_L21WT==ltr to
to Chng Trial ... Carlson 7_3...

Bob, in follow up to our discovery conference this morning, this is a copy of my July 2, 2003 letter that was forwarded to you which memorializes the agreement we reached regarding discovery.

-----Original Message-----

From: Holtman, Jason (SEA)
Sent: Thursday, July 03, 2003 2:00 PM
To: 'Bob Carlson'; Mark Walters; Sharon Hendricks
Cc: Gage, Linda (SEA)
Subject: VALVE: ltr and stipulation.

Bob, please see attached letter and stipulation. Please return a copy of the conformed copy once it is filed. Thank you and have a happy Fourth.

EXHIBIT 20

Preston|Gates|Ellis LLP

August 5, 2003

VIA HAND DELIVERY

Mr. Robert J. Carlson
Christensen, O'Connor, Johnson & Kindness PLLC
1420 Fifth Avenue
Suite 2800
Seattle, WA 98101-2347

Re: *Valve, LLC v. Sierra Entertainment, Inc.*
USDC Western District of Washington
Case No.: CV02-1683Z
Our Reference No.: 36063-00014

Dear Bob:

As you requested during our telephone conference today, I am enclosing further information regarding AMDG's activities on behalf of Vivendi in the Philippines. Both during our telephone conversation and in your letter of yesterday, you said that you disagreed with our assertion that AMDG is an agent of Vivendi. Please see the attached Power of Attorney, which clearly establishes AMDG's agency relationship.

I have also attached a threat letter issued by AMDG dated May 8, 2003, which references Half-Life CounterStrike as one of the games that the subject shop must "secure the required Commercial Site Licenses" through AMDG. This is due to the fact, as the letter points out, that "AMDG is the exclusive distributor of Commercial Site License for Vivendi Universal Games in the Philippines." The threat letter also includes Sierra's name and trademark on the letterhead.

Also attached is a document entitled "COMMERCIAL SITE LICENSE PRICING" dated July 1, 2003. The document lists CounterStrike as part of the Vivendi Universal 6-Game Pack and as an individual license that is obtainable from AMDG.

I have also attached a Philippine Network Gaming Alliance (PNGA) "application" form, which appears to be a licensing form. PNGA is a product of AMDG (as can be seen on AMDG's website and as is clear for the contact number given on the application form). On the application form, CounterStrike is listed as an option under "Game Titles for Commercial Site License." The "application" form has a Confirmation block that reads: "Customer hereby subscribes to the Commercial Site License provided for above indicated game titles from Asian

Mr. Robert J. Carlson
 August 5, 2003
 Page 2

Media Development Group, Inc. and has read, agreed and hereby accepts the terms and conditions set by AMDG."

Further, as we discussed on the phone, AMDG representatives have testified in front of the Philippine House of Representatives that they are the exclusive distributor of CounterStrike in the Philippines. Following is an excerpt from the official House of Representatives website:

Lawyer Jay Santiago, corporate secretary of AMDG, explained the collection of fees by his company. He said that these fees are imposed for the issuance of a license that allows the commercial use of computer games that are exclusively distributed by the AMDG.

He explained that the AMDG is the exclusive distributor of popular computer games like "Counter-Strike" and "Warcraft", which were developed by Sierra and Blizzard, two software developers and subsidiaries of Vivendi.

Santiago said that without the license, internet cafes violate the intellectual property rights of licensed software developers.

He added that AMDG was given the authority by these computer game makers to distribute the games based on an agreement. This agreement, he said, involves collection of fees and the right to take legal action if necessary. Santiago also informed the body that AMDG also has a special power of attorney (SPA) given by Sierra and Blizzard as well as Vivendi.

<http://www.congress.gov.ph/committees/commnews_det.php?newsid=735> Philippines House of Representatives (March 19, 2003) "Collection of fees by a computer game distributor questioned." Given the documentation we have discovered regarding AMDG, it appears that it is acting with the belief that it is Vivendi's exclusive agent and that it is licensing CounterStrike to cybercafes with the full knowledge and participation of Vivendi.

Please note that AMDG appears to have very recently changed its website once again. The text that was once contained under "Licenses" block on the front page of AMDG's website has been changed to a "Products" entry as follows:

LICENSES

AMDG offers Commercial Site Licenses for Blizzard & Sierra Games!

Network Gaming Centers may now enjoy playing Vivendi Universal Games legitimately. AMDG now offers a promotional Commercial Site Licenses STARTER PACK for Blizzard & Sierra award winning games. Included in this package are the new hit games "Warcraft III: Reign of Chaos" and the phenomenal "Half-Life: Counter Strike".

Along with these FREE titles "Aliens vs. Predator", "Empire Earth", "Diablo II" and "StarCraft". Take advantage of this super offer now! Call AMDG at 757-5000 or 911-AMDG for inquiries.

PRODUCTS

AMDG is the official partner of Vivendi Universal Games in the Philippines. We distribute original PC games from Blizzard, Sierra, Black Label, Universal Interactive, NDA, PPG and many other developers for Retail and Cyber Cafes!

Calling all Network Game Centers! You are all invited to the [sic] register with the Philippine Network Gaming Association (P.N.G.A.). Register now and be part of the Alliance.

Although we have referred you to the "Licenses" language in the past, I have attached printouts of both the current and previous pages for your reference. Note that the former page from the

Mr. Robert J. Carlson
August 5, 2003
Page 3

AMDG website is printed with a footer reading "file:///C:/DOCUME~1/jph/LOCALS~1/Temp/trIBIBO.htm." That is a reference to my computer, which was reading a captured and authenticated version of AMDG's prior website. To the extent that any Vivendi representative or lawyer has knowledge of the change made to the AMDG website, we expect that such material will be produced to us pursuant to the Civil Rules and/or shared with us pursuant to Vivendi's obligations under Section 4.4 of the Agreement. Please advise.

I want to be clear that Vivendi had an obligation to investigate this matter both under its obligations under 4.4 of the Agreement and in light of its obligations under CR 26(g). Given that Valve had to resort to finding this information on its own, however, Vivendi failed to live up to either obligation by not producing such information and continuing to maintain that Vivendi was unaware of this activity.

I also want to be clear that I have provided you in the past sufficient information for you to reasonably conduct such an investigation (i.e. the distributor agreement, the Counterstrike jewel case marked with Sierra's name, and one of the Vivendi licenses that AMDG uses). Your continued insistence that I provide you specifics on where and from whom I have obtained this information is not well taken. As we discussed on the phone, my sources are rightfully worried about retribution from AMDG. Plus, prior conduct of your client in unilaterally contacting AMDG once we alerted you to AMDG's activity (which resulted in AMDG's website being taken down) suggests that our sources should remain anonymous at this point. As part of Vivendi's duty to cooperate, we would appreciate being included in Vivendi's future communications with AMDG in regard to this matter.

Given that you had trouble reading the last fax of material that I sent to you, I am having this material hand delivered to your offices today. Please respond.

Very truly yours,

PRESTON GATES & ELLIS LLP

By
Jason P. Holtman

JPH:jph

K:\36063\00014\JPH\JPH_L21ZD



POWER OF ATTORNEY

Sierra Entertainment, Inc., a Delaware (U.S.A.) corporation ("VUG"), of which Sierra Entertainment, Inc., a Delaware (U.S.A.) corporation with principal office at 6080 Center Drive 10th Floor, Los Angeles, California 90045, a wholly owned subsidiary of Vivendi Universal Games, Inc., (hereinafter "SIERRA"), hereby appoints Asian Media Development Group, having a registered address at 2/F Jannov Plaza, 2295 Don Chino Roces Avenue, 1231 Makati City, Philippines (hereinafter "AMDG"), to be a limited agent of SIERRA in the Philippines. VUG and AMDG have executed an International Distributor Agreement dated November 01, 2002 (the "Agreement"), which, unless terminated sooner by one of the parties, gives AMDG the right to distribute the tangible software products listed below, (the "Product") in the Philippines through December 31, 2003. In connection with the Product, SIERRA grants AMDG the authority to take legal action against any person or legal entity, for the illegal reproduction, modification or distribution of the Product within the Philippines, including but not limited to violations of all relevant codes as they exist in the present or as shall be amended or enacted in the future, in connection with both civil and criminal actions (collectively referred to as "Violations"), and to be eligible to exercise powers as follows, upon written notice to SIERRA, and unless SIERRA prohibits such actions:

To be a complainant, submit a complaint to an inquiry official, to make a statement, deliver or receive documents from a competent official, to copy us true copies, to withdraw charges or complaint, and to compromise cases, including to perform any act necessary through the completion of the action.

To be a plaintiff or a joint-plaintiff and to institute legal procedures, and to proceed with trial and to dispose of claims of SIERRA (e.g., to initiate claims, to withdraw charges, to compromise, to waive the rights, or to appeal to the Appeal Court or Supreme Court, to retry civil or criminal actions, including to receive money, penalties, documents, and/or anything from the Court, official, or any competent official).

To appoint or revoke the appointment of lawyers, sub-agents or sub-grantees and to conduct legal procedure for the completion of the objects of this Power of Attorney.

Now produced and shown below is detailed information concerning works which are copyright works produced and published by VUG and/or its subsidiaries and/or licensors. VUG and/or its subsidiaries and/or licensors is/are the owner of the copyright subsisting in these works.

Title of Copyright Works	Date of Completion	Date of First Publication	Place of First Publication
Halo: Half-Life Counterstrike	2000	2000	United States of America

As prohibited by SIERRA after the grant of this Power of Attorney, SIERRA hereby ratifies and certifies all actions performed by AMDG and/or the substituted person or sub-grantee which have already been performed within the scope of this Power of Attorney that shall be deemed as the action of SIERRA.

The Power of Attorney can be terminated by SIERRA at anytime during the term of the Agreement by giving written notice to AMDG.

AMDG, in good faith to do and perform each and every act and thing whatsoever necessary and proper to be done in connection with the Violations, AMDG in such cases as aforesaid, shall accept all liability as result of such acts and agrees to pay all direct and indirect costs incurred and to initiate and carry out any and all actions and proceedings pursuant to the Power of Attorney. In any case, SIERRA shall not be held responsible for any liabilities incurred by such acts carried out by AMDG.

The Power of Attorney shall expire on December 31, 2003, unless revoked earlier by SIERRA.

WITNESS whereof I have hereunto set my hand this 23 day of March, 2003.

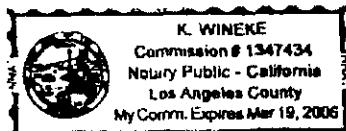
Signature
Name: Patrick Sweeney

Senior Counsel and Assistant Secretary

STATE OF CALIFORNIA }
} ss.
COUNTY OF LOS ANGELES }

On the 23 day of March, 2003, before me, K. Wineke, Notary Public, personally appeared Patrick Sweeney, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed this agreement.

WITNESS my hand and official seal





May 8, 2003



Based on our inspection of your business premises, it has been reported that the gaming terminals in your shop are using illegal and unlicensed copies of PC games by Vivendi Universal Games (VUG), specifically HALF-LIFE: COUNTERSTRIKE by Sierra Studios and WARCRAFT III by Blizzard Entertainment. In addition, it is reported that your gaming center gains from the commercial use of these said games via collection of rental payments to play these games at your shop.

Please be advised that your illegal use of pirated PC game software rightfully owned by Vivendi Universal Games is a CRIME in gross violation of intellectual property rights. This criminal offense of copyright infringement is punishable under Section 27 in relation to Sections 177 and 187.2 of Republic Act 8293 (Intellectual Property Code) with serious penalties ranging from 1-9 years IMPRISONMENT and up to P1,500,000 in FINES.

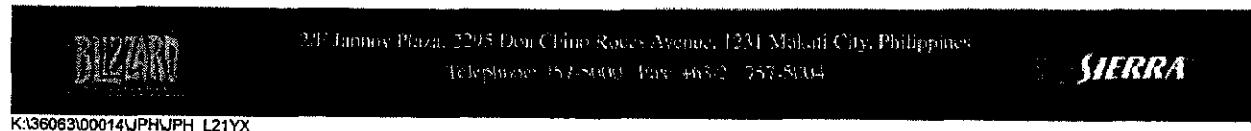
Asian Media Development Group (AMDG) is the exclusive distributor of Commercial Site License for Vivendi Universal Games in the Philippines. We encourage you to immediately legalize your business operations with valid Commercial Site Licenses issued only by AMDG.

You may contact our Sales Executive, Mr. Eduard Donato, at 911-2634 (AMDG) or his mobile phone at 0919-3626332 to secure the required Commercial Site Licenses for these games being played at your shop.

This serves as WARNING on your illegal use of the aforementioned PC games by VUG. Unless you are able to obtain said license for your shop on or before May 21, 2003, we shall pursue strict enforcement to the fullest extent of the law.

Very truly yours,


RONALD ALLAN M. AQUINO
Sales Operations Manager

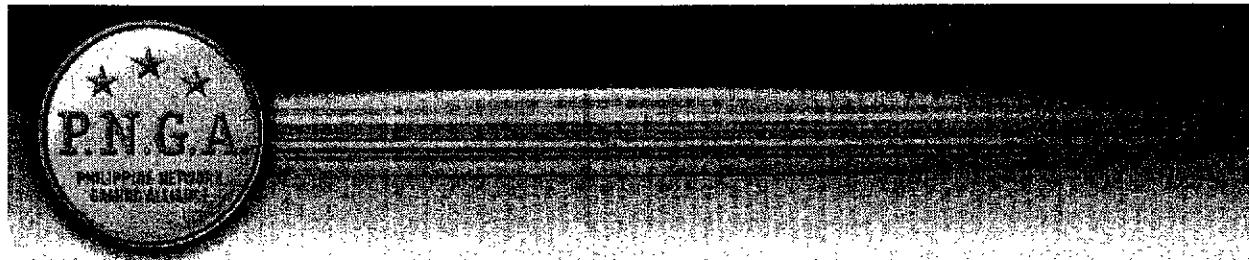


COMMERCIAL SITE LICENSE PRICING
Effective 01 July 2003



	Contents	TERM PLAN A		TERM PLAN B	
		SRP	40% DP	60% on 60 days	SRP
BUNDLED GAMES					
Vivendi Universal 6-Game Pack	Counter Strike, WarCraft III, Free Installers (StarCraft, Diablo II, Aliens vs. Predator 2, Empire Earth)	P2,500	P1,000	P1,500	P2,800
WarCraft III Expansion	WarCraft III (Jewel Case), WarCraft III: Frozen Throne (Box)	P2,000	P800	P1,200	P2,200
SINGLE GAMES					
Counter Strike	In Jewel Case	P2,000	P800	P1,200	P2,200
WarCraft II	In Jewel Case	P1,500	P600	P900	P1,700
WarCraft III: Frozen Throne	In Box	P1,000	P400	P600	P1,200
Diablo II: Lord of Destruction	In Box	P650	P260	P390	P560
Aliens vs. Predator 2: Primal Hunt	In Box	P1,000	P400	P600	P1,200
Empire Earth: Art of Conquest	In Box	P1,000	P400	P600	P1,200

Notes: 10% on C.O.D.
VAT Exclusive
Games purchased from Retail will be discounted only on Bundled Games.



APPLICATION FORM

Fill out the form below. We need all information to process your application. If you have any questions, please call us at (02) 911-AMDG.

GAMETITLES FOR COMMERCIAL SITE LICENSE

- HALF-LIFE: COUNTER-STRIKE
 STARCRAFT

- DIABLO II
 ALIENS vs PREDATORS 2

- EMPIRE EARTH
 WARCRAFT III

CUSTOMER INFORMATION

SHOP _____

REGISTERED BUSINESS NAME _____

ADDRESS _____

OFFICE PHONE _____ FAX _____ E-MAIL ADDRESS _____

SITE LICENSE FEE CALCULATION

BASIC FEE ₱2,500 per terminal

NO. OF TERMINALS ON-SITE _____

TOTAL ₱ _____

PAYMENT DETAILS

PAYMENT TERMS

FULL DEFERRED DOWN PAYMENT BALANCE 10% MONTHLY

PAYMENT MADE IN

CASH BANK BRANCH CHECK

CHECK NO. _____

DATE _____

LICENSE EFFECTIVE DATES

FROM _____ TO _____

MONTH

YEAR

MONTH

YEAR

CONFIRMATION

Customer hereby subscribes to the Commercial Site License provided for above indicated game titles from Asian Media Development Group Inc. and has read, agreed and hereby accepts the terms and conditions set by AMDG. The Customer certifies the correctness of information contained herein and in all documents submitted.

Signature Over Printed Name _____ Date _____

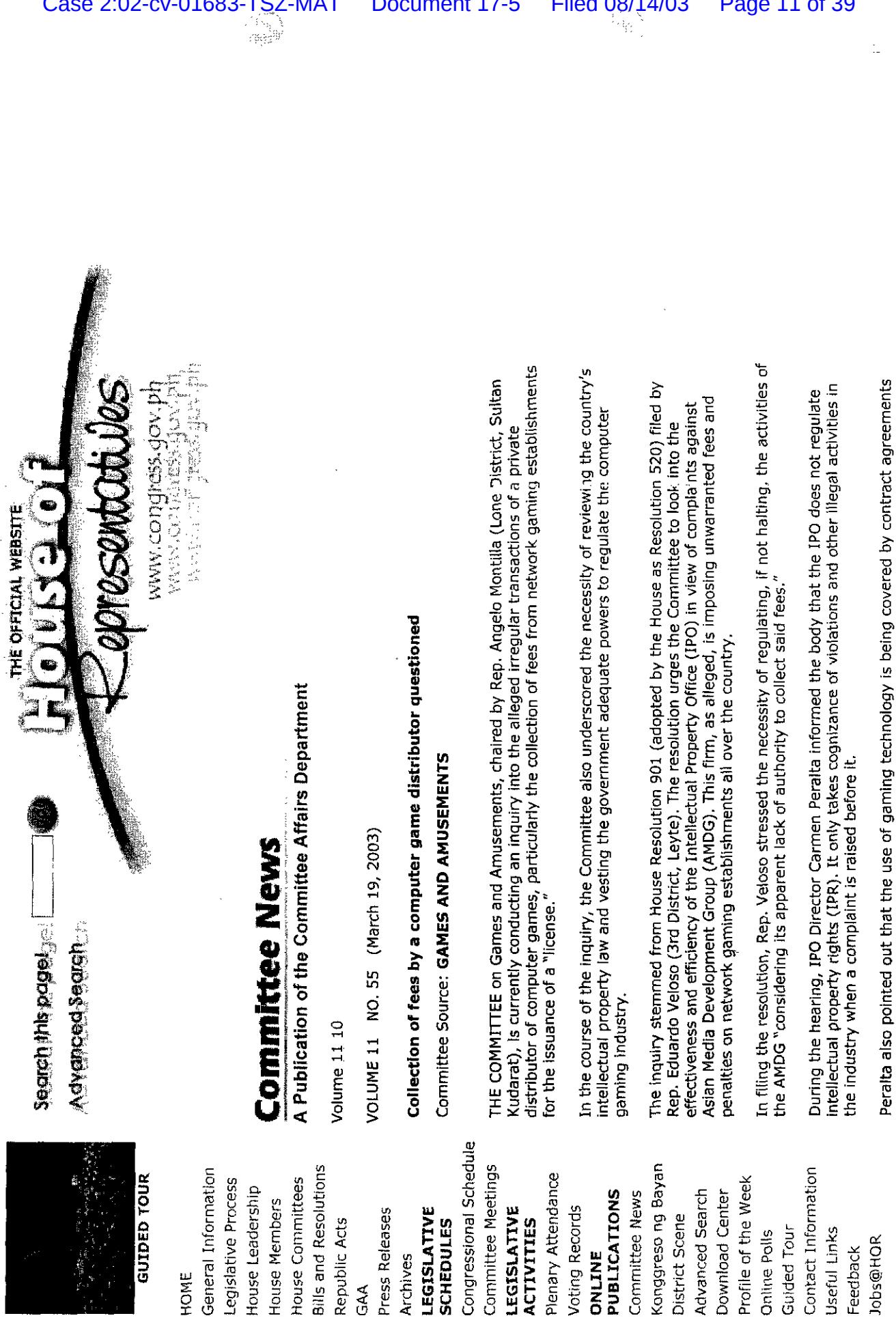
FOR COMPANY USE ONLY

SALES
 Account Executive

FINANCE
 Reviewed by

Signature Over Printed Name _____ Date _____

Signature Over Printed Name _____ Date _____



Resources
Site Map
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between private parties. She explained that the IPO's role in such agreements is limited to ensuring that these do not violate certain provisions of the intellectual property rights law.
She added that the submission to the IPO of the contractual agreement between the parties involved is also voluntary.

Exclusive distributor

Lawyer Jay Santiago, corporate secretary of AMDG, explained the collection of fees by his company. He said that these fees are imposed for the issuance of a license that allows the commercial use of computer games that are exclusively distributed by the AMDG.

He explained that the AMDG is the exclusive distributor of popular computer games like "Counter-Strike" and "Warcraft", which were developed by Sierra and Blizzard, two software developers and subsidiaries of Vivendi.

Santiago said that without the license, internet cafes violate the intellectual property rights of licensed software developers.

He added that AMDG was given the authority by these computer game makers to distribute the games based on an agreement. This agreement, he said, involves collection of fees and the right to take legal action if necessary. Santiago also informed the body that AMDG also has a special power of attorney (SPA) given by Sierra and Blizzard as well as Vivendi.

When asked if internet cafés violate the IPR law if they purchase the computer games from licensed stores or from other countries, Santiago said that such purchase is covered by an end-user agreement which is only for personal use and not for commercial purposes.

Gaming operators' complaints

Meanwhile, Internet café operators Nicolas delos Reyes and Arnador Obmania complained that AMDG is not following the proper procedures in dealing with network gaming establishments.

Reyes said that agents of AMDG are running after operators of internet cafés without showing the proper documents. He said that it is only during the meeting of the Committee that he heard of the exclusive distributorship of AMDG.

He also questioned the AMDG's policy of offering the license in a four-game package instead of a per-game basis. He also asked if the one-time license fee of P2,750 on each computer unit would be reduced if the operator opts for only one computer game.

Arrogance of AMDG agents

Obmania also complained about the arrogance of AMDG agents in dealing with internet café operators. He said that these agents even threaten internet cafés of forfeiture of computer units if they fail to secure a license from the AMDG.

He remarked that the license fee is not affordable to most internet café operators considering that such computer games are now in the downward trend following the introduction to the local market

of new computer games like "Command & Conquer Generals."

After hearing the complaints, Rep. Harlin Cast. Abayon (1st District, Northern Samar) made the observation that the problem lies in the alleged arrogance of AMDG agents in dealing with Internet cafés.

He dismissed the claim of Santiago that AMDG's agents are only doing business visitation to inform the operators of the need to secure a license from the company.

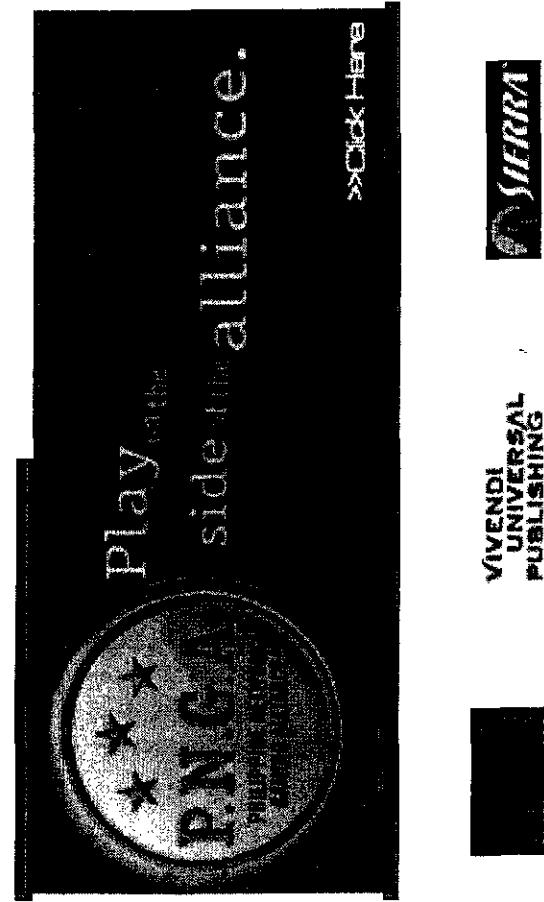
If the purpose is purely a business visit, Rep. Abayon said, the agents should act officially and should not threaten the operators as if as they are clothed with police power. He emphasized that the authority given to AMDG by Vivendi does not require the company to do the checking itself but to resort to legal action if violation occurs.

Rep. Abayon also asked the AMDG to cease and desist from searching and threatening internet café operators for the reason that these are considered illegal acts.

He also asked the AMDG corporate secretary to produce documents showing Sierra and Blizzard's authorization for AMDG to act on their behalf since the authority presented to the body only mentioned that the two companies are subsidiaries of Vivendi.

The body requested the presence of representatives from the Department of Trade and Industry (DTI) and the Securities and Exchange Commission (SEC) in the next meeting. The Committee also asked for the immediate submission of the required documents from AMDG including its financial statements.¹

LICENSEE	The Asian Media Development Group (AMDG) finally revamps its new website with better graphics and cool new features!..Check it Out!	Calling all Network Game Centers! You are all invited to the register with the Philippine National Gaming Association (PNGA). Register now and be part of the Alliance!	Watch out for the Philippine National Gaming Association (PNGA) Website..Coming Soon!	<p>AMDG offers Commercial Site Licenses for Blizzard & Sierra Games!</p> <p>Network Gaming Centers may now enjoy playing Vivendi Universal Games legitimately. AMDG now offers a promotional Commercial Site Licenses STARTER PACK for Blizzard & Sierra award winning games. Included in this package are the new hit games "Warcraft III: Reign of Chaos" and the phenomenal "Half-Life: Counter Strike". Along with these FREE titles "Aliens vs. Predator", "Empire Earth", "Diablo II" and "StarCraft".</p> <p>Take advantage of this super offer now! Call AMDG at 757-5000 or 911-AMD G for inquiries.</p>
LICENSEE				



All Rights Reserved © Asian Media Development Group 2002

**PRODUCTS**

AMDG is the Official Partner of Vivendi Universal Games in the Philippines. We distribute original PC games from Blizzard, Sierra, Black Label, Universal Interactive, NDA, PPG and many other developers for Retail and Cyber Cafes.



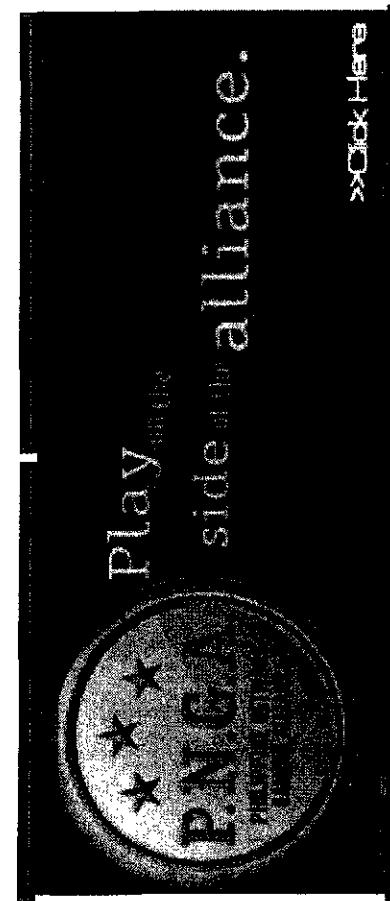
The Official Gamers Club of Vivendi Universal Games in The Philippines, CLANS, Launched last July 24 in Streetlife at the Glorietta Mall in Makati City.

>>Click for more

Calling all Network Game Centers! You are all invited to the register with the Philippine Network Gaming Association (P.N.G.A.).. Register now and be part of the Alliance!

Watch out for the CLANS Gamers Website..Coming Soon!

>>Click Here



VIVENDI
UNIVERSAL
PUBLISHING

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EXHIBIT 21

Preston|Gates|Ellis LLP

August 8, 2003

Mr. Robert J. Carlson
 Christensen, O'Connor, Johnson & Kindness PLLC
 1420 Fifth Avenue
 Suite 2800
 Seattle, WA 98101-2347

Re: Valve, LLC v. Sierra Entertainment, Inc.

Dear Bob:

The following is a summary of some of the outstanding discovery issues between the parties. As we were unable to reach agreement on many issues during recent CR 37 our conference, please be advised that it is necessary to bring a motion to compel production and answers to our first set of discovery next week.

I am writing this letter to once again ask that Vivendi abide by the agreement we reached in early July, namely that Vivendi would stop raising extraterritoriality as a bar to discovery. Vivendi has delayed this suit by yet another month by failing to abide by this agreement. Furthermore, as I made clear in early July, Vivendi has no grounds for resisting *discovery* on the basis of extraterritoriality. Not only is your reliance on *Subafilms* misplaced, but even if *Subafilms* did apply, Valve would be entitled to full discovery in order to determine whether Vivendi's activities would be considered extraterritorial. To date, the limited information Valve has been able to find on its own demonstrates that Vivendi is *directly* infringing Valve's copyrights worldwide.

Valve would like to avoid this motion to compel, but Vivendi has given it no choice.

A. Vivendi's Refusal to Abide by the Terms of Our Previous Discovery Agreement

In a letter dated July 3, 2003, I confirmed the agreement that we had reached that same day in lieu of Valve bringing a motion to compel. In relevant part, that letter stated:

This letter will memorialize the agreement we reached this morning in terms of a discovery plan and requesting an extension of the trial date from the court. Our agreement was reached in lieu of Valve bringing a motion to compel today. Valve is not waiving the right to bring a motion to compel at a future date should it be necessary.

Mr. Robert J. Carlson
 August 8, 2003
 Page 2

We agreed that we will meet and confer next week in order to develop a plan as to how Vivendi will produce further discovery materials. *Particularly, we agreed that Vivendi will not raise extraterritoriality as a bar to discovery and that Vivendi intends to produce documents related to cybercafe licensing worldwide.* However, by agreeing to provide documents and materials related to foreign licensing, Vivendi is not waiving any right it may have to assert extraterritoriality as a defense in the future. We also agreed that we would address the additional discovery concerns raised in my letter of June 30 at our meeting. We look forward to working out a reasonable discovery plan with you next week.

Furthermore, in order to facilitate the discovery that needs to take place, we agreed to request a three month extension of the trial date from the Court. We also agreed to an exchange of settlement demands and a settlement conference as set forth in the stipulation. I have inserted the language that you requested after your review of the stipulation this morning. I hereby authorize you to execute the enclosed stipulation on my behalf. Please have it filed with the Court today.

Notably, you carried out the directions contained in the last paragraph of my letter, executing the stipulation on my behalf and filing it with the Court. Your continued objection to producing documents related to cybercafe licensing worldwide is contrary to the agreement that we reached. We intend to bring this agreement to the attention of the Court in our motion to compel.

B. Sierra's Continued Refusal to Produce Documents From Its Foreign Offices

Vivendi continues to wrongly apply and rely upon *Subafilms, Ltd. v. MGM-Pathe Communications Co.*, 24 F.3d 1088 (9th Cir. 1994) in order to avoid its discovery obligations. *Subafilms* is inapplicable to this situation because it is a narrow holding that found that an allegation of "mere authorization" cannot by itself support a copyright claim based on contributory infringement. Valve is not claiming that Sierra is a contributory infringer; nor is Valve claiming that the only copyright violation Sierra was responsible for was "merely" authorizing third parties in foreign jurisdictions. Rather, the Complaint alleges as follows:

Vivendi has in the past and continues to reproduce, use, distribute, and/or license one or more of the Valve Games with regard to "cyber cafés." Vivendi's activities are outside the scope of Vivendi's limited license to reproduce, use, distribute, and/or license the Valve Games as Retail Packaged Products, and therefore constitute copyright infringement in violation of the Copyright Act of 1976, 17 U.S.C. §106.

Mr. Robert J. Carlson
August 8, 2003
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As I have repeatedly discussed with you, this is not the same as the allegation of “mere authorization” that was taken up by the *Subafilms* court. Rather, it is an allegation of direct copyright infringement. *See e.g., Sun v. Microsoft*, 188 F.3d 1115, 1121 (9th Cir. 1999) (acting outside the scope of a license constitutes copyright infringement). Moreover, the limited evidence that Valve has been able to collect to date demonstrates that Vivendi did far more than merely authorize activities worldwide—it directly took part in, coordinated, and fostered the infringing activity at issue.

Your flat refusal to produce documents from Vivendi’s foreign offices is simply not warranted under the circumstances or law. Given the documents that Valve has discovered on its own to date, it is unreasonable for you to maintain that responsive documents from Vivendi’s foreign offices would not be “reasonably calculated to lead to the discovery of admissible evidence.” Indeed, at a minimum, those documents would tend to prove or disprove Vivendi’s claim that there is no nexus between its United States and foreign activities. What little in the way of documents that Valve has been able to find on its own (for instance the AMDG documents), tend to contradict Vivendi’s claim in any event.

C. Custodians

Please advise whether you have made a full collection of documents from the following custodians: Dawn Gonzalez, Adam Fossa, Lee Rossini, Ron Robinson, Mike Kaplan, Cris Schenck, Phil O’Neil, Eric Roeder, and any persons listed on Valve’s or Sierra’s initial disclosures.

During our discovery conference, we asked about production of materials from the files of Deanna Erickson, Michael Tan and Patrick Sweeny. These persons appear to us to be in the possession of responsive documents. Please advise as to whether you intended to search their files for responsive documents. In addition, we discussed people that were identified through Vivendi’s second production: Brad Beegle, Ed Phillips, Jim McKee, Bryce Nakasato, Edward Zinser, Nicholas Longano, Stephen Farr-Jones, Olivia Bellingham, Pierre Lansonneur, Sophie Paccoud, Valerie Poisson, Peter Della Penna, Annie Eckels, Jennifer Alas, Rod Rigole, Esq., Dan Trunk, Leslie Hollingshead and Sylvia Whiteshield. Please inform us when you intend to collect these documents and produce them to Valve. If not, we will ask that the Court compel such production.

* * *

Although this is not a complete recitation of all of the outstanding discovery issues between the parties or of the reasons why extraterritoriality is not a legitimate bar to discovery in this case, I believe we should discuss these issues once more before Valve is forced to bring a motion to compel. I have time to discuss these issues on Monday morning. I suggest that we

Mr. Robert J. Carlson

August 8, 2003

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have a follow-up CR 37 discovery conference at 11:00 a.m. in order to determine whether Valve's motion to compel is necessary under these circumstances.

Very truly yours,

PRESTON GATES & ELLIS LLP



By

Jason P. Holtman

JPH:kjb

cc: Valve

K:\36063\00014\JPH\JPH_L21ZM

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 4766
CONNECTION TEL 606300014#2062240779
SUBADDRESS
CONNECTION ID
ST. TIME 08/08 17:28
USAGE T 02'12
PGS. 5
RESULT OK

Preston|Gates|Ellis LLP

FAX COVER SHEET

TO: Mr. Robert J. Carlson FAX NO: (206) 224-0779

COMPANY: Christensen, O'Connor, Johnson & Kindness PLLC CONFIRMATION NO: (206) 682-8100

FROM: Jason P. Holtman CLIENT-MATTER NO: #36063-00014

DATE: August 8, 2003 TOTAL NUMBER OF PAGES INCLUDING THIS COVER SHEET: *25*

IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CONTACT: FAX OPERATOR: (206) 623-7580

NAME:

EXT:

COMMENTS

Please see attached.

EXHIBIT 22

Preston|Gates|Ellis LLP

August 11, 2003

VIA FACSIMILE AND REGULAR MAIL

Mr. Robert J. Carlson
 Christensen, O'Connor, Johnson & Kindness PLLC
 1420 Fifth Avenue
 Suite 2800
 Seattle, WA 98101-2347

Re: *Valve, LLC v. Sierra Entertainment, Inc.*
 USDC Western District of Washington
 Case No.: CV02-1683Z
 Our Reference No.: 36063-00014

Dear Bob:

I am writing to inform you of yet more evidence that Valve has discovered of Vivendi's direct infringement of Valve products. It appears that Sendi Mutiara Multimedia ("SMM") is the agent of Vivendi in Malaysia and has engaged in infringing activity in Vivendi's name. Notably, SMM makes the following claims on its website:

Appointed by Vivendi Universal Publishing through iGames Asia Pte. Ltd., Sendi Mutiara Multimedia (SMM) is the exclusive partner and distributor for PC games software in Malaysia for the year 2003.

* * *

Sendi Mutiara Multimedia Sdn. Bhd. has been the supplier of PC games software to nearly 1,000 cybercafe/LAN game centres throughout Malaysia since 2001. For the year 2003, the company will now venture forth into the retail PC games market. . . .

<<http://www.smm.net.my/profile>>. Attachment A. SMM also claims that it offered Counter-Strike as a "cybercafe release" in February 2003. <www.smm.net.my/games.html> Attachment B. In its literature, SMM makes a distinction between its "cybercafe releases" and "retail releases." *Id.* SMM offers Counter-Strike as both a retail product and as a cybercafe license. *Id.* SMM's licensing terms/conditions are partially disclosed on its website as well. <www.smm.net.my/product.html> Attachment C.

SMM appears to have taken over licensing activities for AdSpace Media Sdn. Bhd., which previously licensed and distributed Valve products to cybercafes. I note from a review of Sierra's production to date that you did not produce agreements for either AdSpace Media or SMM. Please explain why these were not produced and/or direct me to where in Sierra's production they are contained. Please also direct me to any agreements between iGames Asia Pte and Vivendi and its subsidiaries.

Mr. Robert J. Carlson
 August 11, 2003
 Page 2

Attachment D. I apologize in advance if you have produced these agreements because I have not yet had a chance to review your latest production in depth and could have overlooked them.

More importantly, the evidence of SMM's licensing activities is a further indication that Vivendi is directly engaged in infringing conduct by licensing cybercafes. At a minimum, SMM's activities are further evidence that Vivendi's worldwide activities are subject to discovery by Valve because information related to such activity is reasonably calculated to lead to the discovery of admissible evidence. Valve is entitled to discovery in order to investigate SMM's activities on behalf of Vivendi.

Additionally, to the extent that Vivendi takes a similar position regarding SMM as it did with AMDG, namely that SMM is not Vivendi's agent and that it is not authorized to undertake the activities that are disclosed on its website (even though Valve would dispute such a claim as it does your claim regarding AMDG given the evidence it has found), Valve demands that Vivendi immediately cooperate pursuant to § 4.4 of the Publishing Agreement, which requires that:

"In the event Sierra learns of any potential infringement or imitation of the Valve Underlying Technology, or the Valve Trademarks, or any other proprietary rights in or related to any of them, it will promptly notify Valve thereof. Sierra acknowledges that Valve may take any such action as it deems advisable for the protection of its rights in and to such proprietary rights, and Sierra shall, if requested by Valve, cooperate in all respects therein at Valve's expense."

As part of this cooperation, Valve demands that Vivendi not inform SMM of this matter without first coordinating such communication with Valve. Valve believes that Vivendi's previous unilateral contact of AMDG was potentially detrimental in that situation because it led to AMDG taking down and then modifying evidence contained on its website. If Vivendi takes the position that SMM is not authorized to offer cybercafe licenses for Valve products as it advertises on its website, Valve is prepared to coordinate a plan of action regarding SMM immediately and asks that Vivendi provide assistance and input no later than end of business Monday, August 11.

I would like for you to consider this evidence for our upcoming discovery conference at 11:00 a.m. on Monday as Valve intends to include this additional evidence in its upcoming motion to compel.

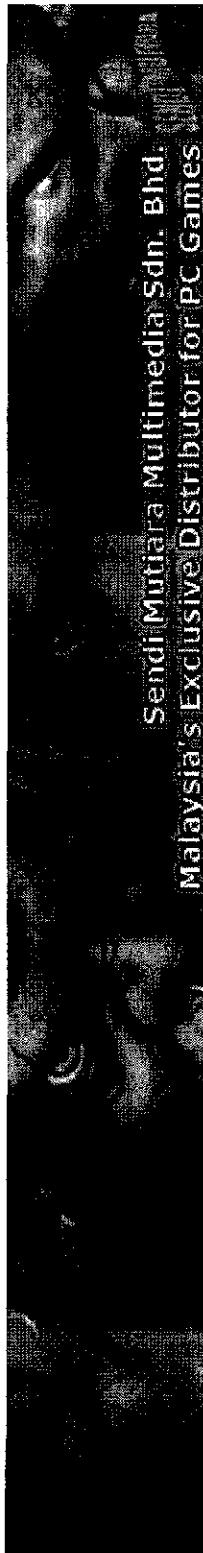
Very truly yours,

PRESTON GATES & ELLIS LLP

By
 Jason P. Holtman

JPH:jph

K:\36063\00014\JPH\JPH_L21ZE



Sendi Mutiara Multimedia Sdn. Bhd.
Malaysia's Exclusive Distributor for PC Games

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Corporate Profile

Appointed by Vivendi Universal Publishing® through iGames Asia Pte. Ltd., Sendi Mutiara Multimedia (SMM) is the exclusive partner and distributor for PC games software in Malaysia for the year 2003.

SMM represents a wide variety of titles under Vivendi Universal's belt, with developers such as Blizzard, Sierra, Black Label Games, Fox Interactive, Interplay, Universal Interactive and educational titles from Knowledge Adventure.

SMM distributes award winning PC game titles such as: Starcraft, Warcraft 3: Reign of Chaos, Half Life: Counterstrike, Tribes series, No One Lives Forever, Alien vs. Predator, games based the literary works of J.R.R. Tolkien's Lord of the Rings, Empire Earth, Diablo series, Nascar Racing series, SWAT 3: Close Quarter Combat, Jurassic Park franchise, the Baldur's Gate series, Planescape Torment, Ice Wind Dale and the list goes on!

Many of the games have won multiple awards such as Game of the Year, Best Shooter, Best Strategy, Best Role-Playing Game by numerous magazines and PC game websites.

Sendi Mutiara Multimedia Sdn. Bhd. has been the supplier of PC games software to nearly 1,000 cyber café/LAN game centres throughout Malaysia since 2001. For the year 2003, the company will now



Sendi Mutiara Multimedia
43, Jalan Kamuning,
Off Jalan Imbi,
55100 Kuala Lumpur.

Tel: 03 - 2141 7233
Fax: 03 - 2145 7233

Exhibit A



venture forth into the retail PC games market, a feat deemed impossible by many but with the team at Sendi Mutiara Multimedia; they are ready to turn it into a reality!

Company Objectives

1. Assist cyber café / LAN game centers by offering the full range of high quality interactive entertainment PC games software titles under the Vivendi Universal Publishing® franchise.
2. Maximize cyber cafe profitability through aggressive marketing plans as well as exploit various new business opportunities to expand its source of revenue. One of our plan is to stabilize the hourly rates in cyber cafes.
3. Assist in forging a strong base for the PC game industry that offers stability and will not only further maximize its profit potential but provide high quality to the gaming community.
4. Provide support to turn the professional gaming scene into a reality and the whole gaming community into an accepted sub-culture in Malaysia through quality competitions, tournaments, awareness programs etc.
5. Respond to the government's call to eradicate software piracy and in the process help educate the consumer over the importance of intellectual property in line with Malaysia's Vision 2020 goal of a rich K-Economy.

Company Overview

Sendi Mutiara Multimedia comprises of several other companies and has been involved in the movies copyright business for the last 8 years. Its fine track record of over the years speaks volume for itself in this industry. Though its core business is on to movie copyrights, it has also ventured into other trades namely video film production, theatrical distribution, etc and produced films and documentaries for the government. The entire group comprises of:

1. **Sendi Mutiara Entertainment**
 - Distributor of English, Chinese and Hindi theatrical releases, home video rights (Wesley Snipes' Blade 2, Jackie Chan's Rush Hour 2, Brad Pitt's Spy Games, Mel Gibson's We Were Soldiers and recently the Hunted starring Tommy Lee Jones) and

even audio products such as music CDs and music videos.

- It has also successfully distributed and marketed many Hindi films such as Kabhi Kushi Kabhie Khram.
- Appointed as the exclusive distributor for WWE (formerly known as the World Wrestling Federation) and Animal Planet documentaries.

2. Wayang Tinggi Produksi

- Established in 1996, it is a production house and distributor of award winning local TV programs for RTM and has also paved the way for many artists such as the M-Girls, the Four Little Golden Princess, Kumpulan Alif, Kumpulan Timhang Tinggi-Tinggi and Winnie Kok, Pepsi's Chinese spokeswoman.
- Known for its high quality local productions and has won countless awards from RIM (Recording Industry of Malaysia) and the Chinese AIM.

3. Yako Recordings

- Responsible for the production, distribution and promotion of young children artists' songs as well as their music videos for local and international distribution through Wayang Tinggi.

4. Brocita Recordings

- Involved in the production, promotion and distribution of evergreen artists' songs as well as their music videos for local and international distribution through Wayang Tinggi such as Angel Lee, Queenzy Cheng, Crystal Cheah, etc.

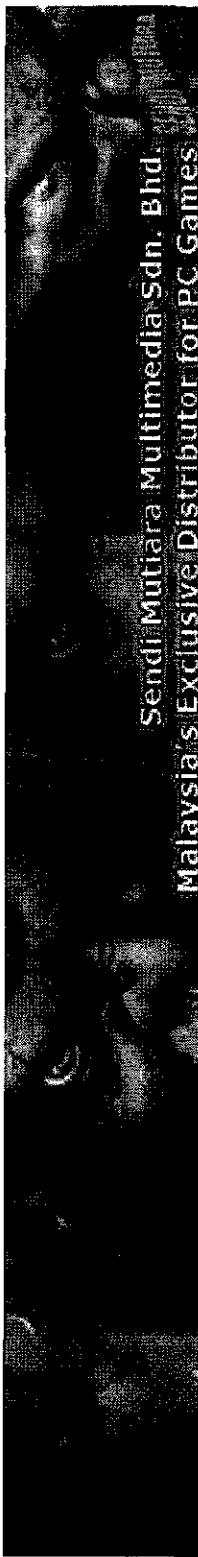
5. Sakura Café and Restaurants

- Chain of restaurants that is famous for its local cuisine especially its nasi lemak and Western food since the 1970's.

6. Six Happiness Restaurants

- Well-known name in providing Chinese culinary delights with over a dozen restaurants throughout Malaysia.





Game Titles

LIST OF GAME TITLES (Updated 15th May 2003)

CYBER CAFÉ RELEASE

MONTH	TITLE	DEVELOPER
January	Warcraft 3: Reign of Chaos	Blizzard
February	HL: Counterstrike ver. 1.5	Valve
March	Nascar Racing 2003 Season	Papyrus Racing Games
April	Empire Earth Gold	Stainless Steel Studios
May	Alien vs. Predator Gold	Fox Interactive
June	No One Lives Forever 2 + The Hulk or Warcraft 3 Expansion Set	
July	Warcraft 3 Expansion Set	Blizzard
August	COMING SOON!!!	COMING SOON!!!
September	COMING SOON!!!	COMING SOON!!!
October	COMING SOON!!!	COMING SOON!!!
November	COMING SOON!!!	COMING SOON!!!
December	COMING SOON!!!	COMING SOON!!!

RETAIL RELEASE



Sierra

- Half-Life
- Half-Life Game Of The Year
- Half-Life CounterStrike
- Half-Life Blue Shift (Expansion Set)
- Half-Life Opposing Force (Expansion Set)
- Half-Life Platinum
- Half-Life Platinum 2
- Casino Empire
- Throne of Darkness
- Great Empire Collection
- Great Empire Collection 2
- Arcanum
- Tribes 2
- Tribes 2 Game Of The Year
- Empire Earth
- Empire Earth Expansion: Art of Conquest (Expansion Set)
- Emperor: Rise of the Middle Kingdom
- Empire Earth Gold Edition
- Nascar 2003
- Gabriel Knight 3
- Ground Control
- Gunman
- Homeworld
- SWAT 3D EE

Partner Publishing Group

- No One Lives Forever
- No One Lives Forever 2
- Aliens vs Predator 2
- Aliens vs Predator 2 Primal Hunt (Expansion Set)

Blizzard

- Diablo
- Diablo II
- Diablo II Lord of Destruction (Expansion Set)
- Diablo Battlechest
- StarCraft
- StarCraft: Brood War (Expansion Set)
- StarCraft Battlechest
- WarCraft II BattleChest
- WarCraft III

Universal Interactive

- Jurassic Park Operation Genesis
- Fellowship of the Ring
- The Thing

Interplay

- StarTrek: Starfleet Command 2
- Fallout Tactics: Brotherhood of Steel
- StarFleet Command: Orion Pirates
- Baldur's Gate 2: Throne of Bhaal
- Icewind Dale: Heart of Winter
- Baldur's Gate 2: Shadow of Amn
- Baldur's Gate Original Saga
- Icewind Dale 2
- MDK 2
- Eurofighter Typhoon
- Anateus Rising: Hostile Waters
- Poker Night with David Skainsky
- Redneck Rampage

- Star Trek Double Pack
- Virtual Pool 3
- Sacrifice
- Offroad Redneck
- Giants: Citizen Kabuto

COMING SOON 2003

- Sierra Homeworld 2
- Sierra Lord of the Realms 3
- Sierra Hobbit
- Sierra Hallmark Card Studio 2004
- Sierra Hallmark Card Studio 2004 Deluxe
- Sierra Hoyle Table Games 2004
- Sierra Hoyle Card 2004
- Sierra Hoyle Casino 2004
- Sierra Hoyle Puzzle Games 2004
- Sierra Counterstrike: Condition Zero
- Sierra Swat: Urban Justice
- Interplay Lion Heart
- Interplay Lion Heart
- Interplay Baldur's Gate 3
- Interplay Icewind Dale Collection
- Fox Aliens vs predator Gold Edition
- Fox No One Lives Forever 2 Expansion
- Blizzard WarCraft 3 The Frozen Throne (Expansion Set)
- Blizzard WarCraft 3 The Frozen Throne
- Blizzard WarCraft III Battle Chest - Asia Pac Edition
- Universal Interactive The Hulk
- Empire Ghostmaster
- Majesco Bloodrayne
- Rebellion Judge Dredd vs. Judge Death
- Black Label Lord of the Rings: War of the Rings



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Product & Services

CYBER CAFE / LAN GAME CENTER BUSINESS PLAN 2003

	Plan Category	Monthly Purchase Guarantee	CD Roms Entitled	Maximum No. of PCs Licensed	Total Games for 2003
Game Titles	A ALPHA	RM 1100	6 CDs	0-20	12 titles
	B BETA	RM 1800	11 CDs	21-40	12 titles
	C GAMMA	RM 2500	16 CDs	41-60	12 titles
			Above 60 PCs, Negotiable		

ADDITIONAL FEES

A one-time administration fee of RM 15 per computer will be charged.

TERMS AND CONDITIONS

1. Cyber cafes / LAN Centres are required to enter a contractual End User Agreement with Sendi Mutiara Multimedia Sdn. Bhd. (SMM) for the duration of 1 (one)-year or 12 titles beginning 1st January 2003, expiring on 31st December 2003.
2. Prices stated are valid for the year 2003 only.
3. Cyber cafes / LAN Centres are to commit to a Monthly Purchase Guarantee for the duration as stated above. This for cyber cafes that wish to license their premise with our PC game titles.
4. Cyber cafes / LAN Centres are automatic participants of the Plan Category based

Exhibit C

on the TOTAL number of working PCs within the premise. Should the centre operate games less than the total working number of PCs, SMM requires in writing with valid reasons to exclude them.

Example :-

(Plan ALPHA) MR2 Internet Café, 18 working PC with games

(Plan BETA) Integra Cyber, 40 working PC with games

(Plan GAMMA) Skyline Internet Systems, 55 working PC with games

(Plan BETA) Charade Cyber Café, 30 working PC, 20 with games

(Plan BETA) Evolution Café, 30 working PC with games

(Negotiable) Porsche Net, 100 working PC with games

* MR2 Internet Café may install 2 more PCs to the limit of 20.

** Skyline Internet Systems may install 5 more to the limit of 60.

*** Participants who operate in excess of the maximum usage are to convert to a higher plan. Failure in doing so would be an infringement.

**** Charade Cyber Café is subjected to terms and conditions in writing submitted to Sendi Mutiara Multimedia.

5. Prices are only valid for the total number of PCs within a premise. Cyber cafes operating in multiple premises are required to sign up each premise individually. Businesses with multiple addresses or branches are unacceptable.
6. During the period of the agreement, cyber cafes are to make a Monthly Purchase Guarantee (see above) in exchange for specially selected CD ROM titles that will be released monthly by the Sendi Mutiara Multimedia Sdn. Bhd. The choice of CD ROM titles provided will be selected from a wide range of titles released under Sendi Mutiara Multimedia's representation (please see the End User Agreement for the full list of represented publisher/developers). The monthly titles selected are allocated by publishers, but will be based on high scoring industry reviews, or 'A' grade titles. Game release information is available at: www.smm.net.my
7. All Cyber cafes / LAN Centres are to begin their contractual agreement together with payments from 1st January 2003, excluding new businesses that begin operations at a later date. New businesses are to commence their contractual agreement from the date of operations; however necessary documents are must be provided for verification. The expiry is on the 31st December 2003 for new cyber café / LAN centres.
8. Cyber cafes / LAN Centres that has been operating before the commencement date but delayed the licensing process will have to commit payments backdated from 1st January 2003. No allowance will be allowed in any way. This also applies to cyber cafes that decide to offer PC games within their premise at a date after 1st January 2003.



9. The Monthly Purchase Guarantee is required for 12 (twelve) CD ROM titles or 12 months.

10. Should more CD ROM titles be required (for online gaming purposes), please contact the nearest Sales Agent or State Agents for further details.

11. In addition to the CD ROM titles, cyber cafes and LAN games centres will receive an authorization over the usage of the particular PC games for LAN usage to be displayed in their outlet to inform the general public of their license. Promotional materials, are at the discretion of Sendi Mutiara Multimedia will also be given to help promote the software.

Important: Cyber cafés / LAN Centres that have previously obtained the PC games software from AdSpace Media Sdn. Bhd. in 2001/02 will still be acknowledged by SMM, provided the usage of the PC game is renewal annually, therefore centres are to renew their usage for 2003 with this plan. The rights to use the PC games will be in the form of copyrights continuation as required by the publisher.

12. All cyber café and LAN games centres will have an option to participate in promotional activities that will be carried out in future. Among them will be the option to list their outlet on our game website, sell official game merchandise, etc. More information future marketing and promotions are available at: www.smm.net.my

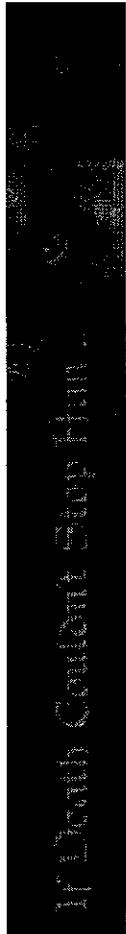
13. All payments are to be in crossed cheques and made payable to: Sendi Mutiara Multimedia Sdn. Bhd. only. A temporary receipt will be given upon payment; while an official receipt will be made upon its clearance. Cash payments will not be accepted.

For further information, game releases, please visit: www.smm.net.my or call your nearest sales agent or respective State Agents.

* Sendi Mutiara Multimedia Sdn. Bhd. reserves the right to alter and change any of the content in this sales kit without prior notice or whatsoever. All information contained in this sales information is correct at time of print.

* Warcraft 3: Reign of Chaos and Half Life: Counterstrike registered trademarks or trademarks and are properties of their respective owners.

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iGamesAsia PTE LTD

Principals

iGames Asia is one of Singapore's fastest growing interactive entertainment software distributor for both core gamers and mass consumers. The company markets its range of products via an extensive distribution network of retailers and LAN Centres across Singapore, Malaysia, Philippines, Indonesia and Brunei. iGames Asia's objective is to be a regional leader in content licensing and in the distribution of quality interactive entertainment software products, for the consumer to enjoy a highly satisfying entertainment experience.

iGames Asia is confident that the offering of its existing and new product franchises will further demonstrate the company's commitment towards bringing quality and compelling gaming entertainment to the end user.

iGames Asia Pte Ltd
79B, Tanjong Pagar Road,
Singapore 088500
Tel: (65) 6327 8150
Fax: (65) 6327 8101
www.igamesasia.com.sg

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Exhibit D



Vivendi Universal Games

Vivendi Universal Games (VU Games) is a leading global publisher of multi-platform interactive entertainment. The Company's portfolio of North American-based studios - Black Label Games, Blizzard Entertainment, Knowledge Adventure, Sierra Entertainment and Universal Interactive - develop and publish some of the industry's best selling PC, console and online-based games. In addition, through its Partner Publishing Group, VU Games also co-publishes and/or distributes interactive products for a number of strategic partners, including Crave Entertainment, Fox Interactive, Interplay, Mythic Entertainment and Simon & Schuster, among others.

Headquartered in New York, VU Games maintains operations in 20 locations around the world. The Company's global reach allows it to customize products to better serve local markets, as well as capitalize on worldwide market opportunities in multi-platform entertainment. Led by CEO Ken Cron, VU Games is organized and managed along geographic lines: North America is headed by Luc Vanhal, President & COO, North America; and International, comprised of all regions outside North America, is headed by Christophe Ramboz, President & COO, International.

Vivendi Universal Games

150 Beach Road #16-05/08
Gateway West Singapore 189720
Tel: (65) 6725 9800
Fax: (65) 6725 9801
www.yugames.com

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COMPANY:	Christensen, O'Connor, Johnson & Kindness PLLC	CONFIRMATION NO:	(206) 682-8100
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